

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto; transform: rotate(45deg);"></div>	PAGE OF <div style="border: 1px solid black; width: 20px; height: 20px; display: flex; align-items: center; justify-content: center;">1</div> 79 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. AE92E01000		4. TYPE OF SOLICITATION G SEALED BID (IFB) XG NEGOTIATED (RFP)		5. DATE ISSUED February 6, 2001
				6. REQUISITION/PURCHASE NO. WESTERN New York O/A		
7. ISSUED BY U S DEPT Of LABOR OFFICE of YOUTH SERVICES/JOB CORPS 201 VARICK STREET ROOM 897 NEW YORK NEW YORK 10014-4811		CODE		8. ADDRESS OFFER TO (If other than Item 7)		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
SOLICITATION						
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if handcarried, in the OFFICE located in <u>BLOCK #7</u> until <u>12:00 P.M. NOON</u> local time <u>March 5, 2001</u> <div style="display: flex; justify-content: space-between;">(Hour)(Date)</div>						
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:				A. NAME B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)		
11. TABLE OF CONTENTS						
(T)	SEC.	DESCRIPTION	PAGE(S)	(T)	SEC.	DESCRIPTION
PART I — THE SCHEDULE				PART II — CONTRACT CLAUSES		
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS
	D	PACKAGING AND MARKING				PART IV — REPRESENTATIONS AND INSTRUCTIONS
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD
	H	SPECIAL CONTRACT REQUIREMENTS				
OFFER (Must be fully completed by offeror)						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS <div style="border: 1px solid black; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center;">%</div>	20 CALENDAR DAYS <div style="border: 1px solid black; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center;">%</div>	30 CALENDAR DAYS <div style="border: 1px solid black; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center;">%</div>	CALENDAR DAYS <div style="border: 1px solid black; width: 40px; height: 20px; display: flex; align-items: center; justify-content: center;">%</div>	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE G		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: G 10 U.S.C. 2304(c) () G 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7)				25. PAYMENT WILL BE MADE BY		
CODE				CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

1. Background Information on Job Corps Programs

2. Objectives

3. Governing Regulations and Handbooks

B. Detailed Requirements

1. Outreach and Admissions

a. Outreach Responsibilities

b. Admissions Responsibilities

c. Determination of Eligibility

d. Arrival Responsibilities

e. Assignment Procedures

f. Outreach/Admissions Performance Standards

g. Automated Data Processing

2. Publicity

3. Transition

a. Phase In

b. Phase Out

4. Admissions Counselor Attendance at Regional Conference

C. Administration

1. Management

2. Personnel Administration

a. Contractor Personnel Standards

- b. Employment of Relatives
- c. Staff Qualifications, O/A.
- d. Staff Incentive System, O/A
- e. Approval of Changes to Salary Structure or Fringe Benefits
- f. Full Time Equivalent (FTE) Authorized Staff
- 3. Staff Training
- 4. Financial Management
 - a. Financial Operations Management
- 5. Office Space and Equipment

SECTION C - THE SCHEDULE

SECTION C

ITEM I - STATEMENT OF WORK

A. General

1. Background Information on Job Corps Programs

The Job Corps program is a training program for disadvantaged youth ages 16-24 at time of enrollment. It is primarily residential with some non-residential components. The program was established in 1964. The program is administered by the U.S. Department of Labor, Employment and Training Administration, Office of Job Corps. In addition to the National Office, there are 9 Regional Offices of Job Corps.

The typical youth served by the Job Corps is an 18 year old high school dropout who reads at the elementary school level, comes from an economically disadvantaged family, and has been unemployed for many weeks or has never had a job. Most live in disruptive environments that require the use of residential centers for a successful training program. The Job Corps program provides educational and vocational training, work experience, counseling, health care, and career development services. Students receive an allowance while at the center to take care of their needs and may be eligible for an adjustment lump sum payment upon graduation from the program.

The aim of the program is to help youth become responsible adults, prepare for and obtain a suitable job, return to school, take additional vocational training, or satisfy Armed Forces' entrance requirements. Job Corps training should enable the youth to become self-sufficient members of society and contribute to the

community as taxpayers and good citizens.

2. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps outreach and admissions as set forth in the Workforce Investment Act. The basic purpose of Job Corps outreach and admissions program is to provide a comprehensive approach to insure that sufficient numbers of disadvantaged youth ages 16 through 24 are enrolled in the targeted Job Corps Centers.

In order to enhance the provision of services, the general scope of work includes the participation of the contractor in pilot projects initiated by or through the National or Regional Offices of Job Corps. An equitable adjustment will be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor.

All disputes arising under these actions are subject to the Disputes Clause.

3. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (referenced throughout this contract as the PRH) has been developed to include all mandatory program requirements in one document. It is supplemented by Job Corps Program Instructions (JCPI) and Regional Field Instructions. The PRH is incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 638. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract.

B. Detailed Requirements

1. Outreach and Admissions

Ref: 20 CFR 638.400, 638.401, 638.402 and Policy and Requirements Handbook, Chapter 1 - Outreach and Admissions, Regional Field Issuances, Job Corps Program Instructions New York City O&A:

This contract provides Outreach & Admission Services, within Western New York area, in order to recruit eligible Job Corps applicants. The contractor is required to develop Co-Participation linkages with the local One-Stop system and WIA partners, and to introduce Job Corps applicants to the One Stop System. Students may participate with Co-Enrollment partners after completing the Career Preparation Period.

The contract will require the maintenance of a sufficient number of service offices in Western New York area. This contract is Cost Plus Fixed Fee and is Set Aside- One Hundred Percent for Small Business Concerns. The contract will covers the period from July 1, 2001 to June30, 2003 with three (3) Governmental Unilateral renewal options of one (1) year each. The contract requires the minimum annual recruitment of 250 Females and 250 males.

The deadline for receipt of proposals is **March 5, 2001** at 12:00 P.M. Noon (EST) at the Job Corps Region I New York Office located at 201 Varick Street, Room 897, New York, New York 10014-4811

The contract must be performed in accordance with the Job Corps Program Requirements Handbook (P.R.H.).

a. Outreach Responsibilities

The contractor will perform outreach efforts in the following manner:

- (1) The contractor will develop and maintain ongoing communications with other Outreach/Admissions Agencies operating in its target area, as well as with Job Corps support service contractors and Job Corps centers. The contractor will actively recruit eligible youth in accordance with an outreach plan approved by the Government Authorized Representative (GAR).
 - (a) This plan will be submitted within 60 days of award of this contract. The contractor shall ensure that each admissions counselors make weekly outreach contacts and that these contacts are recorded and evaluated. Lists of admissions counselor contact shall be available for regional review.
 - (b) The contractor shall ensure that each admissions counselor visits all Regional centers to which they refer significant number of applicants, at least annually. Visits should be arranged so that each of the centers is visited by some of the admissions counselors.
- (2) In an effort to expand the pool of local applicants, the contractor must develop a system for follow up on all community based organizations referred by the Job Corps National or Regional Office Outreach support contractor.
- (3) The contractor will coordinate outreach efforts with appropriate applicant-serving agencies available in the target areas being served to enhance program referrals. The contractor will make every effort to secure non-financial agreements with other Federal and local programs, including One Stop Career Centers, welfare agencies, and State Job Training offices. Such agreements will also be sought with schools, and social service agencies. In all instances, the contractor will be expected to have documentation regarding contacts made.
- (4) The contractor will attempt to obtain free publicity by contacting media resources and providing them with copy, and arranging for guest appearances on radio and television stations. The contractor will provide paid advertising to the extent funds are available in this contract to help locate youth in need of Job Corps services.

Advertising expenditures must be approved by the Government Authorized Representative (GAR) or Contracting Officer.

b. Admissions Responsibilities

The contractor will screen applicants for acceptance into Job Corps in the following manner:

- (1) Conduct the initial admissions interview, secure all required information, complete the forms specified in Policy and Requirements Handbook, Chapter 1 -Outreach and Admissions, and assess the information collected for compliance with Job Corps eligibility requirements.
- (2) Make a determination of eligibility for each youth interviewed following the sampling methodology set forth in Chapter 1, Appendix 101 of the PRH.
- (3) Develop adequate procedures to adhere to the eligibility determination and documentation policies described in the PRH.

(4) Secure all additional medical, mental health, behavioral, and other information as required by PRH Chapter 1.

(5) Transmit to Job Corps Data Center (JCDC) all required information in a timely manner.

(6) In instances where the applicant is not eligible for Job Corps, the contractor will make a referral to other appropriate agencies.

c. Determination of Eligibility

The contractor must make an initial determination of eligibility for each youth interviewed. This determination must be in accordance with Job Corps regulations and policies and must be fully documented in the youth's application folder. Maintenance of applicant records must be in accordance with Job Corps regulations and policies.

The following are the minimum eligibility requirements for Job Corps:

(1) Age. At least 16 but not yet 25 years old at the time of enrollment.

For otherwise eligible handicapped persons 16 years or older, there is no upper age limit.

(2) Legal U.S. Resident. Must be a United States Citizen or National, including naturalized citizens, a lawfully admitted permanent resident alien, a lawfully admitted refugee or parolee, or other alien who has been permitted to accept permanent employment in the United States by the Attorney General or Immigration and Naturalization Service (INS); or a legal resident of the United States or of a State, including the District of Columbia, the Commonwealths of Puerto Rico and Northern Marianas, the Territories of Guam, American Samoa, the U.S. Virgin Islands, Swains Island, the Republic of the Marshall Islands and Palau, and the Federated States of Micronesia, or Canadian-born American Indians ("Jay Treaty Indians") who may pass the border and reside in the United States without regard to ordinary non-citizen procedures and are also considered legal U.S. residents.

(3) Requires Additional Education/Training. The applicant must be a school dropout or require additional vocational training or related support services in order to hold meaningful employment, participate successfully in regular school work, qualify for other suitable training programs or satisfy Armed Forces requirements.

(4) Economically Disadvantaged. Applicants must either:

(a) receive, or be a member of a family living in a single residence which receives, cash welfare payments or food stamps; or has been determined within the 6-month period to application to be eligible to receive food stamps; or (b) be a foster child for whom state or local government payments are made, or a ward of the state or court; or (c) be a person with handicap(s) which present(s) barriers to obtaining employment and whose income meets the income criteria for an "individual" or who chooses to apply and be considered a member of a family for income purposes; or (d) have or be a member of a family living in a single residence which has received total family income which in relation to family size, does not exceed either OMB poverty guidelines or 70% of the lower living standard income level (LLSIL).

Applicants who live in a single residence with family members, at least one of whom claims the

applicant as a dependent, will be considered a family member supported by the family, and income of all family members will be included in computing family income. An "individual" designation is reserved for those applicants who live alone, or who live with unrelated individuals, or who live in a single residence where no family member claims them as a dependent. In these cases, only the applicant's income is considered in computing family income.

Family income is to be computed by determining and fully documenting actual annual income for the 6-month period (annualized) prior to application.

(5) Capability and Aspirations to Participate. To be eligible under this criterion, an applicant must have the ability and motivation necessary to complete, and secure the maximum benefits of Job Corps.

(6) Parental Consent. The contractor must obtain parental/guardian consent on the ETA 6-52 for all unemancipated youth who are under 18 years old and youth who have not yet reached the age of majority as defined by individual State law.

If only one parent has legal custody for the minor youth, only that parent need sign the ETA Form 6-52; if both parents have custody, both parents must consent; but only one need sign. Consent of the second parent is assumed if no documented objection is raised.

Exemptions to the parental/guardian consent requirement are:

(a) a youth who is considered emancipated according to applicable laws of the State;

(b) a married youth under 18, who is said to be emancipated;

(c) a juvenile who is without parents and has no legal guardian, who is, in some States, emancipated; and

(d) where efforts to locate parent or guardian are unsuccessful.

(7) Child Care. An applicant with dependent children must have established suitable arrangements for the care of any dependent children for the proposed period of enrollment.

(8) Behavioral Adjustment History. The applicant must be free of behavior problems so serious that the individual could not adjust to the standards of conduct, discipline, work and training which Job Corps requires; or would prevent others from benefitting from the program or requires periodic face-to-face supervision from the court system or court-imposed financial obligations. A youth who is on probation or parole, or is under the supervision of any agency as a result of court action, may be considered eligible only if the agency having jurisdiction:

o states that the youth has responded positively to supervision;

o will permit the applicant to leave the local area or State while enrolled in Job Corps; and

o will not require personal face-to-face supervision of the applicant during enrollment in Job Corps.

A person who faces a pending criminal court action must be considered ineligible, unless or until the disposition made by the court is a final adjudication, and/or the court provides written assurance that the applicant will not be required to appear in court during the period when he/she is enrolled in Job Corps.

In addition, all applicants must sign a Zero Tolerance for Violence Certification. Refusal to sign this certification will preclude entry into Job Corps.

(9) Environment. The applicant must be currently living in an environment characterized by: cultural deprivation; or disruptive home life; or lack of job opportunities, or other disorienting factors that substantially impair the applicant's prospects for successful participation in other programs providing needed training, education or assistance.

(10) Health History. The applicant must be free of any health condition (medical, mental/emotional, dental) that represents a potentially serious hazard to the person or to others, precludes participation in the Job Corps program with a reasonable expectation of successful completion followed by employment, requires intensive or costly treatment not normally available through the Job Corps program, or requires visits to a provider for treatments as might be needed for dental braces.

A female more than three months pregnant may not be admitted to Job Corps.

For any applicant who has been hospitalized for a mental condition, there must be a 6-month lapse between the time of release from the hospital and application for enrollment into the Job Corps program unless otherwise waived by the Regional Director.

Eligibility for handicapped students will be in accordance with Chapter 1 - Outreach and Admissions and Chapter 6 - Health Services.

(11) Selective Services Registration. All male Job Corps students who are 18 years or older must be registered with the Selective Service, in accordance with the Military Selective Service Act-50 USC App. 453 and in accordance with Job Corps Policy and Requirements Handbook Chapter 1 - Outreach and Admissions. The contractor must inform all male applicants that, if they are not already registered, they will be automatically registered upon attaining the age of 18.

(12) Re-enrollment. The applicant is not eligible for readmission if one or more of the following is applicable: (1) has had one previous admission, (2) has had more than 18 months of paid Job Corps training, (3) has been out of Job Corps less than 6 months (unless waived by the regional office), and (4) has been terminated for violating a prohibited offense under Zero Tolerance for Violence policy (the nature of the offense will determine whether or not re-enrollment is available in accordance with Chapter 7 of the PRH).

d. Arrival Responsibilities

The contractor will accomplish the following in order to assure arrival, of selected applicants, at the designated Job Corps Center:

(1) Reconfirm the applicant's continued eligibility just prior to the applicant's departure for Job Corps.

- (2) Provide guidance on what the applicant should bring to the center.
- (3) Prepare the applicant for travel to the assigned center by providing specific information regarding transportation schedules, travel delays, assigned center, and arrangements at arrival location.
- (4) Provide applicant with information on the specific center of assignment including information of vocational offerings and center rules.
- (5) Assist the applicant in boarding the designated transportation vehicle and departing for the designated Job Corps Center.
- (6) Contractors will be held accountable for unused air and bus tickets. If they are not returned in a timely manner, (30 days from scheduled date of departure, contractors will be required to reimburse the Government for the full face value of bus and air tickets.

e. Assignment Procedures

The Regional Office of Job Corps is responsible for establishing assignment procedures and a system for providing assigned youth with transportation tickets as required. The contractor, in a manner directed by the regional office will establish a system to manage assignments, transportation, provide petty cash for meals, and coordinate readmits and medical and mental health reviews in cooperation with each of the centers.

(1) Student Arrival Requirements and Schedule

The contractor will work with the Regional Office and targeted centers to insure assigned centers maintain a capacity for all students of an average of no less than 100% and of all residential female students at an average of no less than 100%. See Section F for the specific intake numbers. However, the amounts shown are estimates only and the actual needs to meet at least a 100% capacity level for all centers may vary.

(2) Outreach/Admissions Area The contract Outreach & Admission requirements cover the following New York State Counties:

Jefferson, Oswego, Wayne, Cayuga, Onondaga, Cortland, Ontario, Yates, Steuben, Tioga, Schuyler, Tomkins, Chemung, Broome, Seneca, and Monroe Counties. In addition the contract covers the City of Buffalo, but NOT the rest of Erie County.

(a) Residential

Youth screened for residential Job Corps Centers will come from the following areas:

Jefferson, Oswego, Wayne, Cayuga, Onondaga, Cortland, Ontario, Yates, Steuben, Tioga, Schuyler, Tomkins, Chemung, Broome, Seneca, and Monroe Counties, and the City of Buffalo.

Centers Targeted: Cassadaga Job Corps Center, Iroquois Job Corps Center, and other Job

Corps Centers located in the State of New York.

(b) Nonresidential

Youth screened for nonresidential Job Corps programs will come from the following areas for assignment to the indicated Center(s): N/A

(c) Office Locations: To be Proposed by offerors.

f. Outreach/Admissions Performance Standards

The contractor agrees to operate the Outreach/Admissions program under the program year Performance Standards that are in place at the time the contract is signed. If and when new Performance Standards are established by the Job Corps National Office (JCNO), generally effective July 1 of each year to be effective through the program year, the contractor agrees to operate under the new Performance Standards established for that contractor. If Performance Standards are not revised for a given program year, the prior year standards will remain in effect throughout the upcoming year period. However, specific instructions in this regard will be issued by the JCNO. Failure to attain 100% of National performance standards (as defined in PRH Chapter 8, Appendix 809) will be considered negatively in future procurement decisions.

g. Automated Data Processing

The U. S. Department of Labor will supply Government Furnished Equipment (GFE) (hardware/software) necessary for collection for transmission of data. The contractor will be responsible for the following:

- o Ensuring that collection of data is accurate, current, and transmitted on a timely basis;
- o Maintaining and repairing government equipment;
- o Providing security of data and government furnished equipment;
- o Returning Government Furnished Equipment in good working order or replacing in the event of loss or damage;
- o Complying with the operation system as required in the system users manual provided to the admissions counselors.

2. PUBLICITY

The contractor agrees to cooperate with the Job Corps Regional Office and/or National Office to secure free use of radio, TV, newspapers, and magazines for placement of public service announcements concerning the Job Corps Program. The contractor is authorized to seek the placement of such announcement on either a free or paid basis using the Job Corps name provided that the content of any such announcements shall have been approved in advance by the Job Corps Government Authorized Representative (GAR). The contractor will also develop appropriate brochures and other materials which will assist in job development efforts.

The contractor shall submit a publicity plan to the Regional Office for GAR approval within 60 days of the award of the contract. The plan shall identify specific types of publicity activities, (e.g., radio ads, bus posters), time frames for the various activities, and proposed costs of the planned activities. The GAR will monitor the expenditure of these funds to assure that all publicity-related activities meet the requirements of program objectives.

3. TRANSITION

(1) Phase In

Performance of services shall begin approximately 30 days after notification of award, but no earlier than noted in Section F of this contract. The contractor shall take whatever steps are necessary to ensure that the full range of services required can be performed from the first day of the performance period.

The incumbent contractor shall provide the incoming contractor with all records of pending applications, referral sources, and other information necessary to initiate performance as soon as practicable after the date of award.

(2) Phase Out

The contractor shall, upon receipt of written direction from the Contracting Officer, negotiate in good faith a plan with a successor contractor to determine the nature and extent of phase-out services required.

At the completion of the period of performance, the contractor shall turn over to the new provider of services all folders of youth awaiting processing and assignment and a list of all referral sources. The contractor will be expected to retain the files of all inactive students.

The contractor shall transfer all Government furnished equipment and property. In addition, the contractor shall relinquish all data files maintained for the purposes of complying with Job Corps policies and requirements.

It is Job Corps' expectation that the contractor will provide the full range of services defined through the statement of work until the contract reaches expiration. Failure to maintain such services will be reflected in the Capability and Past Effectiveness evaluation criteria for subsequent procurement.

4. Admissions Counselor Attendance at Regional Conferences

All Admission Counselors employed on this contract may be required to attend regional conferences at least annually. Travel and per diem costs for this activity shall be chargeable to the contract.

C. ADMINISTRATION

1. Management (Reference: PRH, Chapter 8; 48 CFR Chapters 1 and 29)

Comprehensive Management - The contractor must have a comprehensive management program that will address, at a minimum, the following: specific goals established and communicated to staff; accountability of staff; cross training of staff to allow for flexibility; utilization of regular staff as means to implement policy; emphasize program staff input and teamwork.

(a) Corporate Support and Oversight

The contractor shall provide, from the corporate office, direction, management and administrative support to all functions and activities of the outreach and admissions, establish short and long range plans to ensure effectiveness and optimum allocation of resources, and ensure that all staff understand Job Corps contractual policies and procedures. The contractor shall establish and use internal management procedures sufficient to prevent fraud and abuse.

(b) Internal Review

The contractor shall, from the corporate office, establish adequate program management for the purposes of continuous internal review of the performance of its program. Such reviews shall include performance in relation to the goals established pursuant to the PRH, Chapter 8 and FAR clause 52.246-5. The contractor will perform at least one comprehensive review each contract year.

(c) Reports

The contractor shall provide reports to the Government in accordance with instructions issued by the contracting officer. The contractor shall comply with reporting requirements in the regulations and in the PRH in effect as of the award date of this contract and those issued subsequent to the award date of this contract.

The contractor will establish a reports control system to ensure that all reports are submitted as required.

All studies, reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the contractor's profession and shall be suitable for dissemination and use, without substantial revisions, to the U. S. Department of Labor, other Government agencies, and the general public. Reports shall include a complete disclosure of all data relevant to the work performed; the techniques developed; the investigation made; and shall be relevant to the materials, studies and methods, and processes employed.

(d) Performance

The contractor shall establish internal goals in accordance with the PRH, Chapter 8 and provide an internal monitoring system to ensure compliance with the contract in accordance with the PRH, Chapter 8. The contractor shall maintain data on outreach and admissions performance in relation to its standards. Data shall be maintained by program year.

Periodic communications will be held between the Regional Office and the contractor to evaluate such data and to determine ways to improve performance. It is the contractor's responsibility to notify the Regional Office of potential problems in meeting the standards and, if appropriate, provide written documentation as to why minimum standards have not been achieved during the assessment period.

2. Personnel Administration (Ref: PRH, Chapter 8)

The contractor shall establish a personnel management program to include a table of

organization, position descriptions, hiring, promotion, and termination procedures. An affirmative action program shall be established and an internal grievance system shall be maintained to ensure timely and equitable treatment of staff concerns.

a. Contractor Personnel Standards

The contractor must establish written personnel standards. Performance standards for staff positions must include elements which call for staff members to perform at an acceptable level as members of the Job Corps team working toward common goals. The standards must be related to their duties and including quantity and quality measures. A meaningful staff incentive plan tied to staff performance against goals is required.

b. Employment of Relatives

No one who has a relative employed under the contract may be hired or retained by the contractor, as part of the staff, without the prior written approval of the contracting officer.

c. Staff Qualifications: Outreach/Admissions Counselor

The contractor will hire staff that are qualified to act as admissions counselors with professional skills and abilities.

At a minimum, staff qualifications for the positions of Outreach/Admissions Counselors shall include a bachelor degree, or at a minimum 4 years' paid experience working with youth, or in a related field, plus sales and marketing.

d. Staff Incentive Systems: Outreach/Admissions (State Agencies Exempt)

The contractor will be responsible for developing and maintaining a system of staff incentives that will insure strong motivation among staff to recruit sufficient numbers of appropriate applicants to maintain the proper level of enrollment, as well as to exceed performance standards. The system must be one that uses cash incentives and proposes a salary and fringe benefit package that will tend to retain highly qualified and effective admission counselors. As part of this incentive system, the contractor must implement an effective means of monitoring each staff member's success in meeting both qualitative and quantitative goals.

Any changes to the Staff Incentive System must have prior Regional Office approval.

e. Approval of Changes to Salary Structure or Fringe Benefits

Any proposed changes in the approved salary structure ranges or in fringe benefits must be submitted to the contracting officer for approval prior to implementation of the change.

f. Full Time Equivalent (FTE) Authorized Staff

The contractor agrees that the number of FTE staff receiving compensation under this contract shall not exceed FTE.

3. STAFF TRAINING

The contractor must provide staff training, in accordance with the PRH, Chapter 8, which includes, at a minimum:

- * Visit to primary center of assignment within 30 days of hire;
- * Initial orientation to the Job Corps program and its students' background;
- * Team building;
- * Marketing
- * Time Management
- * Outreach and Networking Strategies;
- * PRH Chapters 1 and 2;
- * Job Development;
- * Customer Service;
- * Interviewing techniques;
- * Public Contact
- * Self Motivation
- * Entry and retrieval of SPAMIS data
- * Interpretation and utilization of SPAMIS reports
- * Use of the electronic mail system

A record of the training completed by each staff member should be maintained in his/her personnel file. The training plan must be submitted to the Regional Office for approval prior to its implementation.

4. FINANCIAL MANAGEMENT (Ref: PRH, Chapter 9)

a. Financial Operation Management

The contractor shall develop and implement procedures affecting all aspects of the outreach and admissions, shall administer all program financial matters, and shall establish budget and cost controls. The contractor shall ensure that all regular and special financial reports are transmitted in an accurate and timely manner.

5. OFFICE SPACE AND EQUIPMENT

It is the responsibility of the contractor to acquire and maintain office space to carry out the provisions of this contract. Every effort shall be made to locate space in facilities that are at no or nominal cost to the contract before arrangements are made to rent or lease real property.

The order of preference is as follows:

- a. Job Corps Centers
- b. One-stop Shop Centers or other WIA partners
- c. State Employment Security Offices
- d. Community Agencies
- e. State or local government offices and facilities
- f. Facilities provided by non-profit or other organizations at nominal cost
- g. (Optional) specific locations may be identified by the Regional Office

When arrangements are made to lease or rent office space, prior written approval of the location and lease cost must be obtained from the GAR.

SECTION D. PACKAGING AND MARKING Not Required

SECTION E. INSPECTION AND ACCEPTANCE

I. IDENTITY AND AUTHORITY OF THE GOVERNMENT AUTHORIZED REPRESENTATIVE

(FAR 42.302)

- A. The authorized representative of the Contracting Officer is whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below.

Under no circumstances is the Government Authorized Representative (GAR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.

- B. The GAR is authorized to:

1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
2. Make determinations relative to satisfactory or unsatisfactory performance, including

acceptance of all work performed and/or all products produced under the terms of the contract.

3. Review and approve invoices.

4. Review and approve contractor's project staff as may be called for on the contract.

5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.

6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.

7. Review and approve required plans - i.e., Outreach Plan, Publicity Plan, Travel Plan, etc.

C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the GAR at the contractor's offices or at the U. S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the contracting officer.

ITEM II. - INSPECTION OF SERVICES--COST-REIMBURSEMENT (52.246-5)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may

(1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 Period of Performance

The contractor's efforts hereunder shall be performed in the State(s) of

during the period commencing and ending , and if appropriate, will perform necessary functions related to a transition period for the month of JUNE 2001 .

F.2 Input Schedule

The following schedule indicates the anticipated needs of the Job Corps Centers in the region for arrivals in each category during each month of the contract.

MONTH	MALE	FEMALE
JULY	20	20
AUGUST	21	21
SEPTEMBER	21	21
OCTOBER	21	21
NOVEMBER	21	21
DECEMBER	20	21
JANUARY	21	21
FEBRUARY	21	21
MARCH	21	21
APRIL	21	21
MAY	21	21
JUNE	21	21
TOTAL ANNUAL GOAL:	250	250

The numbers shown in Section F for these centers are estimates only. Actual arrivals will be determined by needs of each center in the region. Each center will submit a request for arrivals to the appropriate location (i.e, contractor or Regional Office) per instructions from the Regional Office.

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SECTION G. CONTRACT ADMINISTRATION DATA

ITEM I. FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

The Government and the contractor recognize that the estimated costs provided for in the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action will take place after the completion of the designated period and the adjustment will be applied to the total current estimated value of the contract.

A. Estimated Cost and Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost and Fixed Fee Amount

a. Outreach/Admissions \$_____

b. Fixed Fee \$_____

c. Total Outreach/Admissions Estimated Cost \$_____

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the Summary of Availability of Funds table below:

Outreach/Admissions \$

TOTAL \$

It is estimated that the above listed funds available will cover the period through . The fixed fee shall be paid out of the outreach and admissions funding.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-07 "Allowable Costs and Payment," the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract.

In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.700, "Indirect Cost Rates." The negotiated indirect costs will be calculated by applying:

o a provisional, negotiated, or proposed (whichever is lower) ceiling G&A rate of percent (%) on costs, excluding G&A and Contractor's Fee, incurred for outreach/admissions and

o a provisional, negotiated, or proposed (whichever is lower) ceiling overhead rate of percent (%), if applicable, on total direct costs or total direct salaries and wages (check appropriate box):

including Fringe Benefits

excluding Fringe Benefits

The provisional rates will be determined by the Division of Cost Determination, Office of Procurement and Grants Management or cognizant audit agency, and shall be used for billing purposes until final rates are established unless a negotiated or proposed ceiling rate has been agreed to as shown above.

When final G&A and overhead rates are established, the total amount of G&A and overhead payable under this contract shall be determined by multiplying the final rate or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for center operations, and/or outreach/admissions. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the Government in the event that the amount billed exceeds the total amount payable under the contract. In no event shall the reimbursement for G&A and overhead exceed:

G&A and OVERHEAD PERCENT LIMIT FOR EACH CONTRACT YEAR

Indirect CONTRACT YEAR

Cost Base of Allocation 1 2 3 4 5

Overhead Total Direct Salaries % % % % %

and Wages

(check appropriate box)

including Fringe Benefits

excluding Fringe Benefits

G&A Total Costs, Excluding % % % % %

G&A and Contractor's

Fee

2. Payment Due Date

a. Payments under this contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in Item E below.

b. The date of the check issued in payment shall be considered to be the date payment is made.

3. Prompt Payment

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and

3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus three (3) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the GAR for certification and forwarding to the cognizant payment office. The invoice must be accompanied by a monthly narrative status report, the content and format to be determined by the Contracting Officer. Invoices will be submitted not more frequently than once a month on or before the 10th day of the month following completion of service. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
- b. Date invoice is prepared;
- c. Contract number; and
- d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
- e. Breakout of costs: Salaries, rent, supplies, transportation, communication, advertisement, fee, other.

2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract; and that the end of the month voucher is consistent with the amounts reflected on the Monthly Financial Analysis Report.

3. Standard Form 1034 shall be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, and fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fee incurred.

4. For the purpose of this contract, the GAR is hereby designated the authorized representative for the contracting officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the contracting officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not redelegated, but is reserved for the contracting officer.

5. The Government has the right to withhold the last payment until all Government Furnished Equipment (GFE), including hardware and software, is returned to the Government.

ITEM II. OPTION TO EXTEND (See Clauses 52.217-08 and 52.217-09)

A. Option

The Government may unilaterally extend the term of this contract by written notice to the contractor within 20 days before the contract expires provided that the Government shall give the contractor a preliminary written notice of its intent at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option provision. The Government may extend this contract's period of performance for up to four (4) years in successive one year increments. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

Estimated Cost &
Fixed Fee

	1st Option			
	2nd Contract			
	Year			
	2nd Option			
	3rd Contract			
	Year			
	3rd Option			
	4th Contract			
	Year			
	4th Option 5th			
	Contract Year			
a. Outreach & Admissions	\$	\$	\$	\$
b. Fixed Fee	\$	\$	\$	\$
c. TOTAL Outreach & Admissions Estimated Cost	\$	\$		

B. Non-Option Extension

Should the Government not exercise its option to extend for one of the above option years, the contractor agrees, if requested, to extend the contract for up to 120 days beyond the then scheduled completion date. An equitable adjustment for such an extension will be provided by the Government for the period of the extension in proportion to the cost per student then

in effect. In accordance with the clause entitled "Limitation

of Cost," the contractor shall notify the contracting officer if such funding will not be sufficient for operations during the period of the extension. The contractor shall perform the work under this paragraph pursuant to a plan for the operation of the program approved by the contracting officer. In the absence of such an approved plan, the contractor will continue to operate the program in accordance with the plans in effect at the time of the extension until written directions are issued by the contracting officer.

C. Contract Terms and Conditions for Options

The contracting officer will analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the contracting officer in the awarding of the option include the contractor's performance compared to performance standards enumerated in the PRH, and contractor's performance in terms of compliance and qualitative assessments in the area of outreach and admissions.

The contracting officer will make an assessment of overall performance against performance standards resulting in an expected level of performance. The contracting officer will make an assessment of overall performance in terms of compliance and nationally established performance standards. Ratings below the established level of expected performance will result in an initial unfavorable determination in the contracting officer's

consideration for exercise of an option year. A rating at or above the nationally established expected level of performance standards will result in an initial favorable option year determination.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option will not be exercised.

If the analysis of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

D. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government will exceed the estimated cost as stated in the option, the contractor shall notify the contracting officer in accordance with Clause 52.232-20, Limitation of Costs. If the contracting officer determines that an increase in the option year price is required,

and is not caused by a change in the scope of work, such price increase, if made, will not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment will be considered.

ITEM III. INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the contracting officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the contracting officer.

SECTION H. SPECIAL CONTRACT REQUIREMENTS

ITEM I. CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

ITEM II. PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer.

Reimbursement to the contractor on account of any such payments shall not be construed as admission by the Government of the enforceability, validity, scope, or title to any of the involved, nor shall any such reimbursement constitute a waiver of any rights or respecting such patents. an patents defenses

ITEM III. DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor will include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

ITEM IV. OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

ITEM V. TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer. All travel charged to this contract that is

outside of the 10-state region of Job Corps Region VII/VIII must have prior approval of the Regional Office.

ITEM VI. WAGE COMPARABILITY

A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL will reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.205-6). In general, compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.

B. The contractor shall submit a report in writing not later than January 10th of each year which sets forth a list of names of all officers or employees of the outreach and admissions who are designated as senior staff as stated in Section C, Personnel Administration, Item e, together with the amount of compensation paid from funds reimbursed pursuant to this contract.

C. As appropriate and required, the contractor will pay Davis-Bacon and/or Service Contract prevailing wages and insure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

ITEM VII. DAVIS-BACON ACT Ref: 40 USC 276a - 276a-7

A. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe

benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (D) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the

appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices and Trainees." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (8) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work where it can be easily seen by the workers.

B. 1. The Contracting Officer shall required that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve any additional classification and wage rate and fringe benefits only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the 30-day period that additional time is necessary.

3. In the event that the contractor, laborers, or mechanics to be employed in the classification or their representatives and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator of the Wage and Hour Division, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the 30 day period that additional time is necessary.

4. The wage rate (including fringe benefits where appropriate) determined pursuant to

subparagraphs (B)(2) or (B)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

C. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

D. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bonafide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found upon the written request of the contractor that applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

E. Paragraphs (A) through (D) of the clause shall apply to this contract to the extent that it is (1) a prime contract with the Government subject to the Davis-Bacon Act, or (2) a subcontract also subject to the Davis-Bacon Act under such prime contract.

F. Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

G. Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

H. Payrolls and Basic Records

1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

2. The records to be maintained under paragraph (1) of this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by the Contracting Officer or the Department of Labor or their authorized representatives. The contractor and subcontractors will permit such representatives to interview employees during working hours on the job.

3. The contractor shall insert paragraphs (1) through (3) of this clause in all subcontracts, and

shall require their inclusion in all subcontracts of any tier.

I. Apprentices and Trainees

1. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to, and individually registered, in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau. This provision also applies to a person who is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program and is not individually registered in the program, but has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journey-persons on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate for the wage determination of the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate for the wage determination of work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journey-person's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey-person hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2.. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in, a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeypersons on the job site shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of

progress, specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination, unless the Administrator of the Wage and Hour Division determines that

there is an apprenticeship program associated with the corresponding journey-person wage rate for the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate for the wage determination of the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate for the wage determination of the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. The utilization of apprentices, trainees and journey-persons under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

ITEM VIII. SERVICE CONTRACT ACT OF 1965, AS AMENDED

A. The Service Contract Act of 1965 is applicable to contracts for outreach and admissions. The contractor shall comply with the provisions of the Act and Regulations promulgated by the Secretary of Labor thereunder.

B. Subcontracts awarded by contractors operating outreach and admissions contracts shall include the applicable clause in FAR 22.10 in the same manner as is included in the prime contract.

C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the contracting officer not less than 45 days prior to issue of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.

D. The outreach and admissions prime contractor is responsible for obtaining prevailing wage rates for service type subcontracts.

ITEM IX. COMPLIANCE WITH COPELAND REGULATIONS

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

ITEM X. WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees,

and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime

Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ITEM XI. RELIGIOUS AND POLITICAL ACTIVITY

The contractor agrees that it will not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees will not be assigned to conduct religious or political activities or instruction. Funds under this contract will be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

ITEM XII. RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

ITEM XIII. CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

ITEM XIV. SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

ITEM XV. AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

ITEM XVI. PATENT RIGHTS

A. Whenever any invention, improvement, or discovery (whether or not tentable) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it will, and warrants that all of its employees who may be the inventors will, execute all documents and do all things necessary or proper to the effectuation of such determination.

B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as will have no access to technical data.

C. Except as otherwise authorized in writing by the Contracting Officer, the contractor will insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.

D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.

E. In the event no inventions, improvements, or discoveries (whether or not patentable) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under,

a contract with the Department of Labor, Employment and Training

Administration.

ITEM XVII. ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1977 edition of the Dictionary of Occupational Titles.

- * Longshore workers instead of longshoremen.

B. Avoid the use of male and female gender work forms.

- * Aviator to include men and women pilots, not aviatrix.

C. Include both sexes by using terms that refer to people as a whole.

- * Human beings or people instead of mankind.

D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:

- * Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.

- * Recast into the plural. Most Americans spend 20 years of their lives in the work force.

- * Replace the masculine or feminine pronoun or adjective with "one,"

"you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.

E. Refer to both men and women in such generic terms as economist, doctor, lawyer. Identify sex through the use of pronouns.

- * The lawyer made her final summation.

F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.

- * Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

G. The use of artwork in publications should conform to the following

guidelines:

1. Strive to use racially and sexually balanced designs.
2. Depict both men and women in artwork on general subject matters.
3. Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

ITEM XVIII. TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

ITEM XIX. PRINTING AND DUPLICATING

This clause is applicable to all contracts which require printing and duplicating services as part of the contractor's performance.

The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing, preparation of manuscript copy and preparation of related illustrative material.

ITEM XX. DISPOSITION OF DATA AND COPYRIGHTS

A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copy righted) which are specified to be delivered under this contract. The term does not include

financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and subagreement; (iii) "Contractor" includes any party with whom the Government enters a contract.

B. Subject to the proviso of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.

C. The contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and

to authorize others to so do, all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, nor has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.

D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.

E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.

F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.

I. The contractor further agrees not to publish, have published, or otherwise disseminate any

information of whatever nature resulting from the work being performed under this contract except as many be approved by the Department's Contracting Officer hereunder.

J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any copyright secured by the contractor or its employees on copyrightable materials developed under this contract.

K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

ITEM XXI. DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

ITEM XXII. CONSULTANTS

A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly, or fixed price).

B. The amount or rate of payment will be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, GS-16, 96 percent, GS-17, 98 per-cent, GS-18 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of ratings is provided as a guideline and is subject to change. In no event will a consultant's allowable rate exceed \$260 per normal work day regardless of the percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

ITEM XXIII. CLOSE-OUT PACKAGE

In accordance with Clause 52.216-7, Allowable Cost and Payments, the contractor shall submit an invoice marked "Final" no later than 180 calendar days after contract completion. The original and two signed copies of the following documents (copies of which will be provided by the Government) shall be submitted within 180 days:

FORM NAME FORM NUMBER

Contractor's Release ETA 322

Contractor's Assignment of Refunds,

Rebates and Credits ETA 721

Government Property Inventory

Transaction Sheet ETA 3-28

Final Inventory Certificate ETA 3-95

Contract Close-Out Tax Certificate ETA 3-23

Contractor's Submittal of Close-Out

Documents ETA 3-22

Notice of Transfer of Accountability

for Government Property N/A

ITEM XXIV. REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT

The minimum prevailing wage determination, including fringe benefits, issued under the Service Contract Act of 1965, (41 U.S.C. 351-358), by the Administration, Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, current at the beginning of each renewal option period, shall apply to any renewal of this contract. When no such determination has been made applicable to this contract, then the current Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206) shall apply to any renewal of this contract.

PART II. CONTRACT CLAUSES

SECTION I. CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

II. CLAUSE TITLE

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to

the Government

52.203-7 Anti-Kickback Procedures

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-4 Printing/Copying Double-Sided on Recycled Paper

52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

52.215-2 Audit and Records - Negotiation

52.215-2 Audit and Records - Negotiations (Alternate II)

52.215-8 Order of Precedence - Uniform Contract Format

52.215-10 Price Reduction for Defective Cost or Pricing

Data

52.215-11 Price Reduction for Defective Cost or Pricing

Data-Modification

52.215-12 Subcontractor Cost or Pricing Data

52.215-13 Subcontractor Cost or Pricing Data -

Modifications

52.215-14 Integrity of Unit Prices

52.215-15 Termination of Defined Benefit Pension Plans

52.215-18 Reversion or Adjustment of Plans for Post-

retirement Benefits (PRB) Other than Pension

52.216-7 Allowable Cost and Payments

52.216-8 Fixed Fee

52.217-8 Option to Extend Services

52.217-9 Option to Extend the Term of Contract

52.219-8 Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns

52.219-6 Notice of Total Small Business Set-Aside

52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (October 1995)

52-219-16 Liquidated Damages - Subcontracting Plan

52.222-1 Notice to the Government of Labor Disputes

52.222-2 Payment for Overtime Premiums

52.222-3 Convict Labor

52.222-4 Contract Work Hours and Safety Standards Act -

Overtime Compensation

52.222-26 Equal Opportunity

CLAUSE TITLE

52.222-28 Equal Opportunity Preaward Clearance of

Subcontracts

52.222-35 Affirmative Action for Disabled Veterans and Vietnam Era Veterans

52.222-36 Affirmative Action for Handicapped Workers

52.222-37 Employment Reports on Disabled Veterans

and Veterans of Vietnam Era

52.223-2 Clean Air and Water

52.223-5 Pollution Prevention and Right-to-Know

Information

52.223-6 Drug-Free Workplace

52.223-14 Toxic Chemical Release Reporting

52.224-1 Privacy Act Notification

52.224-2 Privacy Act

52.225-3 Buy American Act - Supplies

52.227-1 Authorization and Consent (July 1995)

52.227-2 Notice and Assistance Regarding Patent and

Copyright Infringement

52.227-14 Rights in Data

52.228-7 Insurance - Liability to Third Persons

52.228-8 Liability and Insurance - Leased Motor Vehicles

52.230-2 Cost Accounting Standards

52.230-3 Disclosure and Consistency of Cost Accounting

Practices

52.230-6 Administration of Cost Accounting Standards

52.232-9 Limitation on Withholding of Payments

52.232-17 Interest

52.232-18 Availability of Funds

52.232-19 Availability of Funds for the Next Fiscal Year

52.232-20 Limitation of Cost

52.232-22 Limitation of Funds

52.232-23 Assignment of Claims

52.232-25 Prompt Payment

52.232-33 Mandatory Information for Electronic Funds
Transfer Payment

52.233-1 Disputes - Alternate I

52.233-3 Protest After Award - Alternate I

52.237-2 Protection of Government Buildings, Equipment
and Vegetation

52.237-3 Continuity of Services

52.242-1 Notice of Intent to Disallow Cost

52.242-2 Production Progress Reports

52.242-3 Penalties for Unallowable Costs

52.242-4 Certification of Final Indirect Costs

52.242-13 Bankruptcy

52.241-15 Stop Work Order - Alternate I

52.243-2 Changes - Cost-Reimbursement - Alternate I

52.246-5 Inspection of Services- Cost-Reimbursement

52.246-25 Limitation of Liability Services

52.249-6 Termination (Cost-Reimbursement)

52.249-14 Excusable Delays

52.251-1 Government Supply Sources

52.251-2 Interagency Motor Pool Vehicles and Related

Services

52.253.1 Computer Generated Forms (January 1991)

I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the assets records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.232-12 ADVANCE PAYMENTS (APR 1984)

(a) Requirements for Payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office,

[insert the name of the office designated under agency procedures], or (2) under a letter

of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$. If a letter of credit is used, the contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special Bank Account. Until (1) the contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the contractor, all advance payments and other payments under this contract shall be made by check payable to the contractor marked for deposit only in the contractor's special bank account with the [insert the name of the bank]. None of the funds in the special bank account shall be mingled with other funds of the contractor. Withdrawals from the special bank account maybe made only by check of the contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of Funds. The contractor may withdraw funds from the special bank account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time; the contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the contractor's current requirements or the amount specified in paragraph A. above. If the contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum Payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed percent of the contract price, the government shall withhold further payments to the contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the contractor all unliquidated advance payments and all interest charges payable. If previous payments to the contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of \$, less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed \$ [insert an amount not higher than 10 percent of the stated contract amount inserted in this paragraph]. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest. (1) The contractor shall pay interest to the Government on the daily unliquidated

advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge -

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractor's for experimental, developmental or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub.L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full count of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the contractor shall pay the remaining interest to the Government on demand.

(g) Bank Agreement. Before an advance payment is made under this contract, the contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the contract. Is possible, the contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

(h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on Property Under Contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the contractor.

(2) The contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials or, other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials or other property are commingled. The contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer

authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the government's lien to the extent that-

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. The contractor represents and warrants that it maintains with responsible insurance carriers (1) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on

account of damage to persons or property; and (3) adequate insurance under all applicable workers' compensation laws. The contractor agrees that, until work under this contract has been completed and all advance payments made under the contract have been liquidated, it will maintain this insurance; maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and furnish any certificates with respect to its insurance that the administering office may require.

(k) Default. (1) If any of the following events occurs, the Government may, by written notice to the contractor, withhold further withdrawals from the special bank account and further

payments on this contract:

- (i) Termination of this contract for a fault of the contractor.
 - (ii) A finding by the administering office that the contractor has failed to-
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
 - (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the contractor's property, or the institution of proceedings by or against the contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.
 - (v) The commission of an act of bankruptcy.
- (2) If any of the events described in subparagraph 1. above continue for 30 days after the written notice of the contractor, the Government may take any of the following additional actions:
- (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the contractor.
 - (ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (k)(1) above.
 - (iii) Demand immediate repayment by the contractor of the unliquidated balance of advance payments.
 - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the contractor.
- (3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of

this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition Against Assignment. Notwithstanding any other terms of this contract, the contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and Access to Records. The contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the contractor's business. The contractor shall provide the authorized Government representatives proper facilities for inspection of the contractor's books, records and accounts.

(n) Other Security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations and Warranties. The contractor represents and warrants the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the contractor.

(2) No litigation or proceedings are presently pending or threatened against the contractor, except as shown in the financial statements.

(3) The contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the contractor is doing business or with the provision of any existing indenture or agreement of the contractor.

(5) The contractor has the power to enter into this contract and accept advance payments and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations and warranties shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(P) Covenants. To the extent the government considers it necessary while any advance payments made under this contract remain outstanding, the contractor, without the prior written consent of the administering office, shall not-

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the contract which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$ a year;

(9) Change substantially the management, ownership or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding

\$ in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract.

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J. LIST OF EXHIBITS/ATTACHMENTS

ITEM PAGE

A. Cost and Price Analysis Form - ETA 8555..... J-

B. Statement of Financial Capability - ETA 8554..... J-

C. Certificate of Current Cost or Pricing Data J-

D. Contract Pricing Proposal Cover Sheet - SF 1411..... J-

E. Public Voucher for Purchases and Services

Other Than Personal - Standard Form 1034 J-

F. Contractor's Detailed Statement of Costs J-

G. Contractor's Detailed Statement of Achievements J-

J-1

INSERT EXHIBIT A - COST AND PRICE ANALYSIS FORM

EXHIBIT C

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of

_____ * are accurate, complete, and current as of

_____. **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

OF OFFERORS OR QUOTERS

K.1 NOTICE LISTING SOLICITATIONS PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference in accordance with the FAR provision at FAR 52-252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988).

PROVISION NUMBER TITLE

52.203-11 Certification and Disclosure Regarding Payments

to Influence Certain Federal Transactions

52.222-21 Certification of Nonsegregated Facilities

K.2 52.204-3 TAXPAYER IDENTIFICATION (JUNE 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the Offeror is a corporate entity, an unincorporated entity (e.g. sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the Offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with report requirement of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other, State basis

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501 (c) (3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent in paragraph (a) of this clause.

[] Name and TIN of common parent:

NAME

TIN

K.3 52.204-5 WOMEN-OWNED BUSINESS

(a) Representation. The Offeror represents that it [] is, [] is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED

DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that---

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are [] are [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has [] has not [], within a three year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter within the Jurisdiction

of an Agency of the United States and the Making of A False,

Fictitious, or Fraudulent Certification May Render the Maker

Subject to the Prosecution Under Section 1001, Title 18,

United States Code.

(b) The Offeror shall provide immediate written to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-4 TYPE OF BUSINESS ORGANIZATION

The offeror or respondent, by checking the applicable box, represents

that---

(a) it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of .

(b) If the offeror or respondent is a foreign entity, it operates as

a ☐ individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or a corporation, registered for business in . (country)

K.6 52-219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS

(a)(1) The standard industrial classification NAICS code for this acquisition is 561990.

(2) The small business size standard is \$5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents and certifies as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represents itself as a small business concern in paragraph (b)(1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)1) of this provision.)

The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Joint Venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the NAICS code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of ownership involved in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more these entities, which has its management and daily

business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Woman-owned small business concern," as used in this provision, means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal Law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the

rules and regulations of the Secretary of Labor.

K.9 52.223-1 CLEAN AIR AND WATER CERTIFICATION

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract is ☐ is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities;

(C) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) 942 U.S.C.13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42. U.S.C. 11023(B)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC)

designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulations; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Island, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

K.11 52.225-1 BUY AMERICAN CERTIFICATE

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act--Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products Country of Origin

(List as Necessary)

Offerors may obtain from the Contracting Officer lists of articles, materials and supplies excepted from the Buy American Act.

K.12 52-226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY

INSTITUTION REPRESENTATION

(a) Definitions. As used in this provision --

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059C(b)(1)).

(b) Representation. The offeror represents that is [] is [] is not a Historically Black College or University; [] is [] is not a Minority Institution.

K.13 52-227-6 ROYALTY INFORMATION

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item or royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or

other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amounts of royalties.

(b) Copies of current licenses. In addition, is specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.14 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND

CERTIFICATION

Note: This notice does not apply to small businesses or foreign governments. This notice is in four parts, identified by Roman numerals I through IV.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6) respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND

CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99) except for those contracts which are exempt as specified in 48 CFR 9903.201-1).

(b) Any offer submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99, must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy of the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), and applicable, and

(ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceed \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part 1 of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED

CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of

48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceed \$1 million.

The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO

EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

SECTION L. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

1. SOLICITATION PROVISIONS

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

(JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

II. PROVISION TITLE

52.215-1 Instructions to Offerors - Competitive

52.216-27 Single or Multiple Awards

52.222-24 Preaward Onsite Equal Opportunity Compliance Review

52.222-46 Evaluation of Compensation for Professional

Employees

52.237-1 Site Visit

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee contract resulting from this solicitation.

L.3 52-204-6 DATA UNIVERSAL NUMBERING SYSEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company Name.
- (2) Company Address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside of the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dnd.com.

L.4 52-233-2 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 ADDITIONAL INSTRUCTIONS

1. SF (Standard Form) 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier will be treated as hand-delivered proposals.

2. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed unless the offeror's proposal specifically outlines the disposition action to be taken.

3. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement will be answered at a Pre-Proposal Conference to be held on at .

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference.

4. Site Visit

Offerors are urged and encouraged to inspect the site where services are to be performed and

to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. All offerors are hereby advised that the center will be open for inspection and walk-through only on , 19 , at a.m./p.m. at the following location:

7. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

8. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the

submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

9. Reference Material

Copies of the Policy and Requirements Handbook can be requested from the North Texas Job Corps Distribution Center, P. O. Box 8003, McKinney, Texas 76069-8003. Such request must be on Company letterhead. Copies of the Job Corps regulations can be obtained directly from the Regional Offices. 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

INFORMATION TO OFFERORS

SOLICITATION NO.

(CHECK ONE) ☐ ADVERTISEMENT
(FB)

☒ NEGOTIATED (RFP)

ISSUING OFFICE (COMPLETE

MAILING ADDRESS INCLUDING
ZIP CODE)

ITEMS TO BE PURCHASED (Brief
Description)

THIS PROCUREMENT IS: (This is a set aside for Small Business Concerns) See Section 6 of this Table of Contents in this solicitation for demands of the set-aside

☐ Unresearched ☐ set-aside

☐ Otherwise restricted to: ☐ Labor Surplus Area Concerns: ☐ Combined Small Business

Labor Area Concerns

Note: The affirmative action requirement of the Equal Opportunity clause which may apply to this contract resulting from this Solicitation.

Note: The Certification of Nonsegregated facilities in this Solicitation. Bidders, offerors and applicants are cautioned to note the "Certification of Nonsegregated Facilities" in the solicitation. Failure of a bidder or offeror to agree to the certification will render this bid or offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

Note the listing of Employment Openings Requirement in this Solicitation. Bidders and offerors are required to list employment openings with the local office of the Federal State Employment Service system involving

awards of contracts exceeding \$10,000.

Offeror "Fill-Ins" are provided on the face and reverse of Standard Form 33 or other solicitation document and Section 8 of Table of Contents in this solicitation and should be examined for applicability.

Caution - Privacy Act Notification ☒
Applicable, see Clause 52-224 of this solicitation ☐ Not applicable.

Caution - Late Proposals. See 7 and 1 of Solicitation instructions.

Proposals - envelope used in submitting your proposal must be plainly marked with the Solicitation number, as shown above, and the

time, zone and date set forth in the solicitation document (Block 9 of Standard Form 33).

No Proposals - If NO PROPOSAL is to be submitted, detach this sheet from the solicitation, complete the information requested, fold and

place in window envelope.

Note - Proposals must set forth full, accurate, and complete information as required by this request for proposal (including attachments). The

penalty for making false statements is prescribed in 18 U.S.C. 1001.

Proposal Conference ☐ will ☐ will not be held.

For information call name and telephone number : (no collect calls) Fax:

ADDITIONAL INFORMATION (If additional space is needed, use reverse)

NO OFFER SUBMITTED FOR REASONS CHECKED

☐ CANNOT COMPLY WITH STATEMENTS OF WORK ☐ CANNOT MEET PERIOD OF PERFORMANCE

☐ DO NOT PROVIDE THE TYPE OF SERVICE INVOLVED ☐ OTHER (Specify)

☐ Do ☐ Do not desire to be retained on the mailing lists for future procurement of the type of services

involved.

NAME AND ADDRESS OF FIRM

(Include Zip Code)

Area Code and Telephone No. ()
SIGNATURE

TYPE OR PRINT NAME AND TITLE OF
SIGNER

TO:

U.S. DEPARTMENT OF LABOR

Employment and Training Administration
SOLICITATION NO.

CLOSING TIME, ZONE AND DATE

SECTION M. EVALUATION FACTORS FOR AWARD

ITEM I. EVALUATION OF PROPOSALS AND SELECTION FOR AWARD

A. Procurement Review Panel

Proposals will be reviewed by a panel of specialists from within the Department of Labor. Each panelist will evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated on pages through .

The Government may award a contract on the basis of the initial proposals received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

ITEM II. SUBMISSION OF PROPOSALS

A. General

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other

presentations are neither necessary or wanted. Other Job Corps provided materials, copies of offerors' newsletters, magazines, or awards are not needed. Long introductions to sections are not necessary nor is a long history of the organization. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and the Job Corps Regulations.

The Government contemplates the award of a Cost Reimbursement Plus Fixed Fee contract.

For award of outreach and admissions, the contracting officer will give preferential consideration to organizations meeting the criteria and intent of Section 424(a) of the JTPA which states:

"To the extent practicable, outreach and screening contracts shall be implemented through arrangements with agencies and organizations such as community actions agencies, public employment offices, entities administering programs under Title II of the JTPA, professional groups, labor organizations, and agencies and individuals having contact with youth over substantial periods of time and able to offer reliable information as to their needs and problems."

The Contracting Officer's determination of whether or not the proposal submitted by one or more of the groups noted above is "practicable" with regard to selection as an Outreach/admissions contractor is dependent upon whether the technical proposal is acceptable and is not substantially more costly than other proposals received. The proposal must satisfy the Government's requirements for quantity and quality of service to be considered acceptable.

The Office of Job Corps takes seriously the intent of the Procurement Integrity and Ethics statutes. Therefore, offerors are put on notice, that any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions

Your entire proposal submission should include a transmittal letter, accompanied by an original & copies of the Technical and Business Management proposals. The Technical Proposal should contain separately bound sections for each technical evaluation category (i.e., Design of Program, etc.). The Technical Proposal shall not make reference to cost or

pricing data so that a technical evaluation may be made on the basis of technical merit alone.

The original of both parts must be signed by the offeror's authorized representative. Each part should be sealed in separate envelopes. The number of this solicitation should be shown on all copies of both parts.

Your proposal should demonstrate a thorough understanding of the

requirements of this solicitation and address all applicable references noted herein.

The evaluation criterion are divided into 5 Evaluation Categories which encompass the major elements of this solicitation. You should address only those requirements which apply to the part of the solicitation shown below:

Outreach, Admissions: Applicable

Placement/Career Development Services: Not Applicable

C. Specific Evaluation Categories

Panelists will review each Outreach/Admissions proposal for acceptability with emphasis on the various categories and factors enumerated below, assigning a numerical weighing for each of those factors. The scores will then be averaged to select an offeror or develop a list of offerors in accordance with U. S. Department of Labor Acquisition Regulations 29-3.805.50. The proposal(s) will be evaluated on the following basis:

1. OUTREACH AND ADMISSIONS

a. Design of Program 20 points

b. Applicant Interview and Career Development Assessment 20 points

c. Administration and Staff

Incentives Plan 25 points

d. Capability and Past Effectiveness 25 points

e. Cost Justification 10 points

TOTAL POINTS 100

1. OUTREACH/ADMISSION

a. DESIGN OF PROGRAM (0 - 20 POINTS)

The program design should demonstrate a systematic approach for ensuring that Job Corps program goals are achieved (i.e., full centers, zero tolerance, etc.), as they relate to the admissions and assigning of youth.

Your proposal should describe how you will establish the necessary administrative and program procedures and resources to comply with the outreach/admissions requirements of this RFP. The rationale for office locations, staff assignments and travel requirements should address how potential applicants will be equitably served within the geographic areas and how the required number of arrivals will be attained.

The proposal should demonstrate a knowledge of all appropriate community resources, co-participation linkages with the local One-Stop system and other WIA partners and an understanding of how they can be utilized in obtaining Referrals for the Job Corps program. Proposed outreach strategies, documented linkage agreements and marketing strategies should show how linkages, referrals and responses will be developed to obtain the required number of male and female arrivals on center.

b. APPLICANT INTERVIEW AND ASSESSMENT (0-20 Points)

The offeror's proposal will show how interviewing techniques, information gathering and assessment skills will be utilized to ensure quality services are provided to all applicants. Part of the proposal should address the eligibility analysis approach to be employed and how referrals will be made in instances in which referral to another program is more appropriate.

The proposal should describe the method used to communicate the major requirements of the Job Corps program and pertinent requirements on a specific center, and the method to determine the applicant's understanding and positive commitment to these program requirements. Offerors should also describe the method and criteria used to assess the applicant's capability to benefit from the program.

c. ADMINISTRATION AND STAFF INCENTIVES PLAN (0-25 Points)

The proposal should describe the offeror's organizational structure and internal management systems to include staffing charts at the local and corporate office levels and define specific units of corporate support and internal management systems. Key elements are the offeror's implementation strategies for achieving contractual outcomes, the quality control mechanism adapted for use, and the understanding and knowledge of Job Corps reporting requirements.

Offerors utilization of volunteers, interns, or part-time staffing (subcontractors) should be addressed, if applicable. The proposal should describe any communications and data exchange system, including equipment and procedures used with field staff and the U.S. Department of Labor. Job descriptions, (i.e., Admissions Counselors, Project Director, and/or other key senior staff), including minimum qualifications, employment practices, and staff training plans should also be included in the proposal.

A Staff Bonus Plan must be in place to incentivize staff at all levels to exceed contract goals. Offerors should indicate how performance will be monitored and how staff will be held accountable and rewarded via bonuses for their specific goals.

d. Capability and Past Effectiveness (0-25 Points)

List the contracts (including the contract number) and programs which are currently operated or have been operated in the past 3 years by the offeror, and detail the offeror's collective experience as it relates to the work required by this RFP. Provide address, phone and FAX numbers of the organizations for whom the work was performed and the inclusive dates. Indicate performance statistics as they relate to past and current contracts. For both Job Corps and non-Job Corps contractors, provide information on financial performance against budgets and/or the total contract price and the results of any audits for the past 3 years. In

addition, provide information on the resources of the offeror which demonstrates the capability of the offeror to perform the work proposed.

e. Cost Justification (0 - 10 Points)

Offerors must provide a narrative explanation, in their Business Management Proposal, for the bases of the staffing and other costs proposed and must further demonstrate the adequacy of costs proposed to accomplish the Design of Program and Applicant Interview and Assessment aspects of their proposal.

Offerors are instructed to also, include as part of this section, a plan for Publicity, Travel and Training. Offerors must submit a detailed plan of expenditure of funds needed to obtain publicity services and staff training including travel as required in support of the outreach and admissions functions.

D. Submission of Business Management Proposal (BMP)

The Business Management Proposal shall consist of the following (a.- e.) (See Cost Justification discussion above for additional requirements):

Offerors must note in preparing their Business Management Proposal, that effective July 1, 1995, no Job Corps funds will be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, at a rate in excess of \$125,000 per year. For a less than full-time employee, a proration compensation rate cannot exceed an annualized amount of \$125,000. Compensation is defined as salaries and cash bonuses exclusively. **THIS DOES NOT INCLUDE FRINGE BENEFITS.** This does apply to all functions within the Job Corps contract including subcontracted services.

a. Copies of the Cost and Price Analysis Form (ETA 8555), Attachment C.

b. Copies of a narrative justification for each line item of the ETA 8555 for each of the base years. Include all explanatory narratives and calculations showing how costs are determined.

Under those ETA 8555 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) direct wage or (3) benefits and other indirect costs; and (4) total cost to the contract for each position.

A narrative justification shall be provided for each ETA 8555 for each year with the necessary narrative justification for each line item showing how the labor, material, travel, subcontractors, rental costs, and other costs outlined on the ETA 8555 were determined. A justification of general and administrative costs shall be provided.

c. An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an independent

certified or duly licensed public accountant.

d. One copy of completed Standard Form 33, Solicitation, Offer and Award, and all attachments thereto as outlined in the instructions, on pages K-1 through K-13 for each copy of the Business Management Proposal.

e. Copies of Statement of Financial Capability (Attachment B) including either a) the approved indirect cost rate agreement or b) a proposal for a new indirect cost rate agreement submitted to the cognizant agency.

f. Failure to comply with provisions relating to fair and equitable compensation for all employees may constitute sufficient cause to justify non-selection of a proposal. The total compensation plan required to be submitted by the offeror, for professional employees, will be viewed as being within the purview of FAR 22.1103.

g. Total compensation (salary and fringe benefits) of professional employees under service contracts may, in some cases, be lowered by recompetition of these contracts. Lowering the compensation can be detrimental in obtaining the necessary quality of professional services needed for adequate performance of service contracts. It is, therefore, in the best interest of the Government that professional employees as defined in 29 CFR Part 541 be properly and fairly compensated in these contracts. As a part of the proposals, offerors will submit for evaluation purposes a "Total Compensation Plan" (salaries and fringe benefits) for professional and non-professional employees. This plan will also include a description of any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.

The Government will evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It will include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed will be evaluated in terms of enhancing recruitment and retention of personnel (in particular, admissions counselors, advisors, coordinators, and/or program directors) and its realism and consistency with a total plan for compensation (both salaries and fringe benefits).

E. Transition/Phase-Out Proposal

The Government recognizes that if the incumbent contractor is not the successful offeror, the successful offeror will then take over an existing Job Corps outreach and admissions operation as negotiated. If so, the incoming contractor will have a transition period in which to become familiar with the presently operating program, as well as time to interview and hire staff necessary to operate the program.

The successful offeror will be required to take over complete operation of the outreach and admissions with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work. Accordingly, offerors other than the incumbent contractor should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period.

The Government also recognizes that if the incumbent is not the successful offeror, the incumbent contractor will have certain activities to perform in the orderly phase-out of operations; therefore, the incumbent shall submit a 30-day Phase-Out Proposal outlining in detail the phase-out plan. Included will be the period of time involved for each action, staff requirements, and major steps to be accomplished during the phase-out period. The phase-out period will begin the same time as the transition period, 30 days prior to the end of the incumbent's contract, and end on the last day of the incumbent's contract.

It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see Clause 52.237-03). Therefore, the incumbent contractor will be allowed only the normal costs of operating the program for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the contracting officer and any other costs determined to be reasonable by the contracting officer.

There will be only one operating contractor responsible for the program operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

F. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead, and fixed fee, for three 1-year extensions of this contract.

The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall hereinafter be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 8555 (see Attachment C - Cost and Price Analysis Form). It is anticipated that this budget will be based on reasonable cost change projections. The changes in cost should not be tied exclusively to the Consumer Price Index (CPI) as all parts of the CPI are not directly related to the operation of a Job Corps program.

ITEM III. Supplemental Information

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government will make the award decision.

A. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range will consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limits of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

B. Exchanges - Final Proposal Revision (FAR 15.306 and 15.307)

Discussions will be held with all offerors who submit proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (52.215-1). Offerors shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of exchanges/negotiations and the common due date for receipt of final proposal revisions.

C. Selection for Award

Award shall be made to that offer which is most advantageous to the Government. In making that determination, technical factors are considered significantly more important than total cost plus fee. In balancing the relative advantages of technical quality and cost, the Government shall base its decision on the likely costs of performance as determined by the its cost analysis.

D. Calculation and Evaluation of Cost

The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee.

Note: The Business Management Proposal may propose a G&A ceiling rate(s) higher or lower than the approved provisional rate. The proposed rate(s), if accepted, become the ceilings for the entire contract period, including the option years, and offerors must calculate G&A Expense at the proposed G&A ceiling rate.

Evaluation of proposed costs will take into consideration comparison of costs to past data. Allowability and allocability of costs and reasonableness of fixed fee will be made in accordance with Federal Acquisition Regulations and the following will be considered in making the final selection of the successful offeror:

1. Base year costs
2. Option year costs
3. Total Costs
4. Transition/Phase-Out costs

Except when it is determined, in accordance with FAR 17.206 (b), not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options will not obligate the Government to exercise the options. In evaluating the total 5 year costs,

the Government will place more weight on the base year costs because of the uncertainty of award of option years.

The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

The contracting officer's decision to award an option will be made in accordance with FAR 17.207.

E. Information About Offeror's Past Performance

When evaluating an offeror's past performance, review panel members will take into consideration information obtained from governmental units (such as the Office of the Inspector General, ETA components, other Job Corps Regional Offices, and other agencies). The contracting officer reserves the right to contact non-governmental sources to get information needed for evaluation by the review panel.

All offerors may be subject to preaward surveys and/or preaward audits (field pricing reports) pursuant to the requirements of the FAR, Section 9.106 and 15.404. For offerors who have had a grant or contract with the U.S. Department of Labor within the last three years, a performance assessment may be made from a review of documents in the official file. At a minimum, such assessments shall measure performance against contract goals or performance standard, compliance with reporting requirements and financial requirements specified in the contract or grant.

F. Technical Evaluation of Cost

The Cost Justification evaluation category is a technical evaluation of whether outreach/admissions costs proposed in the Business Management Proposal support what is proposed on the technical side. It is not an evaluation of total costs. The Business Management proposal for OA services will be evaluated on the extent to which the allocation and supporting explanation of costs shown in the proposal contract budget assures a reasonable and prudent expenditure of Federal funds in the performance of this contract and within the requirements of the program. (Note: All attachments referenced to and to be completed by offerors are located in Section J.)

The cost justification evaluation category does not address the weighing of cost against technical merit in selection for award, but is rather an evaluation of the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself is not scored.

The cost justification evaluation category will take the following factors into consideration:

1. Adherence to RFP requirements.
2. Explanation and support of costs proposed (wage survey, utility costs, costs for materials, supplies, etc.). The support for G&A shall include a full description of services to be provided to the project by corporate staff as differentiated from overall corporate overhead expenses. This detail should specifically address any functions being provided to the project which could otherwise result in direct project expense.
3. Consistency of costs with technical proposal.

Mathematical errors, incompleteness of data, improper line item designations, etc., will be discussed with the offerors in the competitive range, if necessary.

After cost analysis of each Business Management Proposal for the base period (i.e., the base period for the operation of the program), the options years, and the total cost, a further evaluation will be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or Transition Proposal. The incumbent will not incur a transition cost, and the phase-out cost will act as a negative factor for a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent not overstate phase-out costs, as they will be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

4. Total compensation plan for all employees

a. In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of

required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgement in addition to indicating a lack of understanding of the complexity of the requirements.

BECAUSE THE PERFORMANCE OF A CONTRACT FOR OUTREACH AND ADMISSIONS IS PRIMARILY A CONTRACT FOR CLEAR, DELIVERABLE, STUDENT ARRIVALS, AND BECAUSE THE PERFORMANCE OF CENTER CONTRACTS ARE VERY MUCH DEPENDENT UPON THESE DELIVERABLE, IT IS ESSENTIAL THAT THE CONTRACTORS DEVELOP EFFECTIVE MEANS AND MECHANISMS FOR APPROPRIATELY REWARDING STAFF. THEREFORE, IT IS EXPECTED THAT A CASH BONUS OR COMMISSIONED-BASED TYPE OF SALARY STRUCTURE BE A KEY ELEMENT IN THE COMPENSATION PLAN.

b. Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality and stability of the work force to be employed on this contract. The compensation data required will be used in evaluation of the offeror's understanding of the contract requirements.

c. An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure will also be made.

G. Job Corps Area Wage and Fringe Benefit Surveys

Offerors submitting proposals in response to this RFP are expected to develop an area wage survey applicable to this RFP. As part of the process, offerors will be required to provide wage and fringe benefit data for both professional and non-professional staff in the format attached.

If an offeror proposes a salary for a staff position substantially higher than the same or similar position determined by the wage survey, the reason for the higher pay should be explained in the narrative portion of the cost proposal.

ITEM IV. AUGMENTATION OF COST ANALYSIS AND FINANCIAL CAPABILITY FORMS

The offeror shall complete and submit all certifications included in or attached to this RFP as part of its Business Management Proposal (see Section K).

The Cost and Price Analysis (SECTION J, Attachment A) and Financial Capability Forms (Attachment B) information shall be augmented as follows:

A. The offerors shall furnish a cost proposal fully supported by cost and pricing data adequate to establish the reasonableness of the proposed costs. The most current published annual balance sheet and profit and lost statement must be included.

B. The offeror shall furnish a total cost breakdown utilizing the attached cost and price analysis form (ETA 8555).

1. Include the backup data to support the type of labor and estimated numbers of hours within each labor category. Include basis for pay rates used, giving sources and amounts for wage surveys. (See Section H, regarding applicable prevailing wage/pay rates.)

2. Include a breakdown of the amount estimated for travel and special travel and training under this contract, including destination, duration, purpose and cost (per diem and transportation).

3. Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

ITEM V. CONTRACTOR RESPONSIBILITY

The Contracting Officer will make a determination of responsibility in accordance with FAR 9.105. Should a determination of non-responsibility be made, the offeror will be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business

concern, the matter will be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- * Financial resource adequacy
- * Ability to comply with the Statement of Work
- * Past record of performance
- * Record of integrity and business ethics
- * Program and fiscal controls
- * Quality and quantity of corporate staff to be assigned to contract